Rajkot Municipal Corporation

Supply, Installation and Maintenance of Face Detector for RMC offices

TENDER NO. I.T./HW/004/Tender/2023-24

Tender Issue Start from	:	26/05/2023
Online Pre-Bid Meeting	:	05/06/2023
Last Date of Online Submission	:	12/06/2023
Last Date of Physical Submission	:	15/06/2023

Dy. Municipal Commissioner
Rajkot Municipal Corporation,
Dhebar Road,
Rajkot – 360001.
Tel. No. Office - 2230920

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Bid Invitation Notice

Sealed and super scribed tenders are invited from national or international recognized company/agency working with either State or Central Government or Semi – Government with sound technical and financial capabilities and possessing the required equipment for the below mentioned work. The firm must be well established since last three years in the same field.

Name of Works	**Supply, Installation and Maintenance of Face Detector for RMC offices**
Bid Type	Two Bid (Technical and Financial)
Tender Fee (Non-Refundable)	Rs.3,000/- (By DD or Banker's Cheque only)
Tender Issue Start from	26/05/2023
Online Pre-bid Meeting	05/06/2023 between 13:00 to 14:00 Hrs.
Online Price Bid Submission Date	12/06/2023 up to 18:00 to Hrs. (athttps://www.rmc.nprocure.com.only)
Physical Proposal Submission	13/06/2023 to 15/06/2023 up to 18:00 Hrs. (In Hard Copy with Bid Fee, EMD and other eligibility documents)
Earnest Money Deposit	Rs. 1,83,000/- (Rs. One Lac Eighty Three Thousand Only) in form of Demand Draft or Bank Guarantee *in favor of Rajkot Municipal Corporation*
Tender Validity	120 Days
Opening of Technical Bid	On 15/06/2023 at 18.05 Hrs.
Submission of Tender Fee, EMD and Pre-Qualification &Technical Bid	In sealed envelope strictly by RPAD/Speed Post between 13/06/2023 - 15/06/2023 before 18.00 hrs to Director IT, Computer Department, Rajkot Municipal Corporation, Dhebar Road, Rajkot 360001.
Price Bid Opening	Intimated later

Conditional tenders are liable to be rejected. The Municipal Commissioner, Rajkot Municipal Corporation, Rajkot reserves the rights to reject any one or all tenders without assigning any reason thereof.

Dy. Municipal Commissioner
Rajkot Municipal Corporation

Preliminary definitions

1. **"Act"** means Bombay Provincial Municipal Corporation Act, 1947.

2. **"Applicable Law"** means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

3. "**BidDocument**" shall mean the document submitted by the Bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

4. "**Contract**" shall mean the agreement to be entered into between RMC and the successful Bidder.

5. "**COTS**" shall mean Commercial - Off – The – Shelf software package.

6. **"Data"** shall mean the information in relation to the RMC made available to the Bidder for the project.

7. **"Maintenance"** shall mean and include ongoing production support and small software modifications, bug fixing, enhancements, online and onsite help, support services and adaptation to changed environments.

8. "**Project**" shall mean the Supply, Installation and Maintenance of Face Detector for RMC offices in accordance with the procedures, specifications and timelines set out in the Contract and Tender Document.

9. **"Project Schedule"** shall mean the schedule submitted by the Bidder together with the Statement of Work.

10. "**PROPOSAL**" shall mean Request for Tenders.

11. **"Statement of Work"** shall mean the work order issued by the Municipal Commissioner of the RMC, pursuant to which the Bidder shall commence the work.

12. "**Tender Document** " shall mean this Tender Document and shall include Introduction, Invitation for Bids, Instructions to Bidders, Scope of Work, Technical Requirements Specifications, Functional Requirements Specifications and the terms and conditions and Schedules, Annexure or addendum hereto, as may be amended from time to time.

13. **"Bidder"** means Bidder / Consortium partner, in relation responding to this tender.

Interpretation

In this Tender Document, unless the context otherwise requires,

1. For the purpose of this Tender Document, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.

2. References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

3. References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules shall form an integral part of this Contract.

4. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

5. The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document.

6. References to the word "include" and "including" shall be construed without limitation.

7. Any reference to today shall mean a reference to a calendar day.

1. Section I – Project Profile

1.1 About Rajkot Municipal Corporation

The City of Rajkot has emerged as one of Gujarat's hi-tech city in technological development and innovation. The city has established its position as a pioneer in implementing numerous Smart initiatives in areas ranging from transit, e-Governance, solid waste management to water supply and many more. Additionally, Rajkot has been selected among the top 100 smart cities in India for which it receives funding from Ministry of Urban Development (MoUD) for projects under its smart city proposal.

1.2 About Project

Rajkot Municipal Corporation (RMC) is intending to onboard a vendor for supply, installation, commissioning, testing and Operation & Maintenance of Face Detection Attendance System for all the employees of RMC. These face detectors shall have to be deployed at various RMC offices across the Rajkot city.

The main objective of this project is to offer system that simplify and automate the process of recording and tracking employees' attendance through face recognition technology. RMC intends to provide a system that will make the attendance process faster and more precisely.

1.3 Project Stakeholders

The implementation and successful Operation and Maintenance of this project will require support and involvement from multiple stakeholders. It is therefore important to understand the various stakeholders envisioned to be part of this project and the role that they are expected to play. Following are the critical stakeholders whose involvement will drive the project and enable the establishment of a strong project governance:

- Project Execution – Rajkot Municipal Corporation, Selected bidder and Concerned Departments of RMC
- Beneficiaries – Employees of RMC

2. Section II - Eligibility Criteria

2.1 Pre-Qualification Evaluation Criteria

Sr. No.	Description	Minimum Requirement	Documentary Evidence to be submitted
PQ 1	Legal Entity	1. Bidder should be an Indian firm 2. Bidder should be registered under the Companies Act 1956/2023 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding. 3. Bidder should have a registered number of, GST, Income Tax / PAN number 4. Bidder should be in operation in India for a period of at least 7 years as on publication of bid	a) Copy of certification of incorporation / Registration under companies act 1956 / 2023 or certified copies of partnership deed b) Copy of PAN card c) Copy of GST registration
PQ 2	Bidder's Experience	The bidder should have expertise and experience of completion of **at least 5 Projects** for supply, installation & commissioning of Biometric Attendance System for clients in India in last 7 years from the date of publication of this bid. Project with minimum **50devices** installed and commissioned shall be considered for the purpose of evaluation.	Documentary evidence: a) Copy of work order b) Contractual agreement with client c) Copy of Go-live certificate (issued by client) d) Project Citation
PQ 3	Financial Capability	1. The Bidder should have average annual turnover of at least Rs. 35 lakhs from last three financial years ending 31 March 2023, i.e. (FY 2022-23, FY 2021-22 and FY 2020-21). The bidder must have positive net worth and should be Profit making as on 31st March 2023.	a) Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2023. b) Certificate from the statutory auditor / Charted Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2023. Original or

Sr. No.	Description	Minimum Requirement	Documentary Evidence to be submitted
			Notarized Copy should be submitted for evaluation.
PQ 4	Mandatory Undertaking	The bidder should: 1. Not have been blacklisted by Central Government / Any State Government / Urban Local Body (ULB) / PSU in India as on the date of bid submission. 2. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. 3. The bidder should have the service center in Gujarat, preferable Rajkot. 4. Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.	Self-declaration by the Bidder duly signed and stamped by the authorized signatory.

Note:

i. **Consortium is not allowed to participate in this bid.**

ii. The Bidder must attachvaliddocumentsinsupporttotheir Pre-Qualificationasmentionedabove.Withoutpropersupportingdocuments,thebid proposalsare liabletoberejected. The Pre-qualification proposal should be submitted in hard copy with soft version **(searchable copy)** stored in pen drive.

iii. For all cited projects under bidder's experience criteria; the bidders shall have to submit work order with complete BoQ, contract agreement, go-live / completion certificate as documentary evidence against each of the project. **Sub-contracted projects by bidder will not be considered for evaluation.**

iv. The bidder needs to provide contact detail (email & phone number) of senior official from client.

v. Rajkot Municipal Corporation (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.

vi. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation on their proposal. Further, authorities may request written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.

vii. In case of conditional bid or major deviations from the RFP requirements, RMC may at its discretion reject the respective bid and will not be considered for further evaluation process.

Dy. Municipal Comissioner
Rajkot Municipal Corporation

2.2 Technical Evaluation Criteria

For technical evaluation, all the pre-qualified bidder/s would be required to fulfill criteria(s) set forth in this section: Technical Qualification Criteria are as follows:

<table>
<tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Sub-Criteria</th><th>Max. Marks</th><th>Marking Guidelines</th><th>Documentary Evidence</th></tr>
<tr><td>1</td><td>Financial capability</td><td>The bidder having annual average turnover of INR 35 lakh in last 3 FY ending 31st March 2023 shall get 14 marks</td><td>20</td><td><table><tr><th>Average annual Turnover</th><th>Marks</th></tr><tr><td>=35 lakh</td><td>14 Marks</td></tr><tr><td>>35&<= 45 lakh</td><td>16 Marks</td></tr><tr><td>>45&<=60 lakh</td><td>18 Marks</td></tr><tr><td>>60 lakh</td><td>20 Marks</td></tr></table></td><td>• Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2023.
• Certificate from the statutory auditor / Charted Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2023. Original or Notarized Copy should be submitted for evaluation.</td></tr>
<tr><td>2</td><td>Experience of Bidder</td><td>Similar Projects

Bidder having experience of supply, installation, commissioning of Biometric Attendance System in at least 5 projects in last seven (7) years from the date of publication of this bid in India.</td><td>30</td><td><table><tr><th>Matching criteria PQ2</th><th>Marks</th></tr><tr><td>=5 Projects</td><td>21 Marks</td></tr><tr><td>>5 &<=7 Projects</td><td>24 Marks</td></tr><tr><td>>7 &<=9 Projects</td><td>27 Marks</td></tr><tr><td>>9 Projects</td><td>30 Marks</td></tr></table></td><td>▪ Copy of work order
▪ Contractual agreement with client
▪ Copy of Go-live certificate (issued by client)
▪ Project Citation</td></tr>
</table>

<table>
<tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Sub-Criteria</th><th>Max. Marks</th><th>Marking Guidelines</th><th>Documentary Evidence</th></tr>
<tr><td></td><td></td><td>Project with minimum 50devices installed and commissioned shall be considered for the purpose of evaluation.</td><td></td><td></td><td></td></tr>
<tr><td>3</td><td>Number of Devices</td><td>Bidder having experience of supply, installation, commissioning of at least 50 Biometric Attendance System in a project.</td><td>20</td><td><table><tr><th>Matching criteria PQ2</th><th>Marks</th></tr><tr><td>=50devices</td><td>14</td></tr><tr><td>>50 and <=100 devices</td><td>16 Marks</td></tr><tr><td>>100 and <= 150 devices</td><td>18 Marks</td></tr><tr><td>>150devices</td><td>20 Marks</td></tr></table></td><td>▪ Copy of work order
▪ Contractual agreement with client
▪ Copy of Go-live certificate (issued by client)
▪ Project Citation</td></tr>
</table>

<table>
<tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Sub-Criteria</th><th>Max. Marks</th><th>Marking Guidelines</th><th>Documentary Evidence</th></tr>
<tr><td>4</td><td>Experience of Bidder in Government</td><td>Bidder having experience of supply, installation, commissioning of Face Detection Attendance System for Government (ULB / State Govt. / Central Govt.) / PSU client Organization in last seven (7) years from the date of publication of this bid in India.</td><td>10</td><td><table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>1 Project</td><td>7 Marks</td></tr><tr><td>2 Projects</td><td>8 Marks</td></tr><tr><td>3 Projects</td><td>9 Marks</td></tr><tr><td>4 or more Projects</td><td>10 Marks</td></tr></table></td><td>Copy of work order
Contractual agreement with client
Copy of Go-live certificate (issued by client)
Project Citation</td></tr>
<tr><td>5</td><td>Service Centre</td><td>Bidder having service center in Gujarat, preferably Rajkot.</td><td>10</td><td><table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>Service Centre in Gujarat</td><td>7 Marks</td></tr><tr><td>Service Centre in Rajkot</td><td>10 Marks</td></tr></table></td><td>Documentary Evidence such as Electricity Bill or Tax Receipt of the Service Center Property or Rent Agreement.</td></tr>
</table>

<table>
<tr><th>Sr. No.</th><th>Evaluation Criteria</th><th>Sub-Criteria</th><th>Max. Marks</th><th>Marking Guidelines</th><th>Documentary Evidence</th></tr>
<tr><td>6</td><td>Demonstration of the Device</td><td>Demonstration of Face Detection Attendance</td><td>10</td><td>All the technical and functional specifications of the Face Detection Attendance System are to be demonstrated to RMC officials

<table><tr><th>Evaluation Parameters</th><th>Marks</th></tr><tr><td>Technical Specifications as per RFP</td><td>4</td></tr><tr><td>User Experience</td><td>3</td></tr><tr><td>Report generation & system integration</td><td>3</td></tr></table></td><td>Demonstration of the Face Detection Attendance Devices & System</td></tr>
</table>

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3. Section III - Bid Evaluation

3.1 Bid Submission

Financial Bid

- The financial bid must be submitted online on https://rmc.nprocure.com. It should not be sent physically, if submitted physically the bid shall be rejected.

Technical Bid

- The Technical Bid must be submitted in hard copy to RMC, strictly by Postal Speed Post or Registered Postor in person by the representative of the bidder to RMC. Documents received in any other manner or mode (like email) will not be considered.
  - Envelope 1: RFP Document fee (original DD) & Bid Security/Earnest Money Deposit (EMD) **(original D.D.)**
  - Envelope 2: Eligibility documents for Pre-Qualification criterion with all annexures described in RFP along with the soft copy of all the documents (Searchable PDF)
  - Envelope 3: Support documents for Technical Qualification evaluation with all annexures described in RFP along with the soft copy of all the documents (Searchable PDF)
- All three envelopes should be packaged all together in big envelope with tender number.
- Each page of the technical and pre-qualification bid above should bear the initials of the applicant along with the seal of the Applicant in token of confirmation of having understood the contents. Also, each page of technical proposal should be numbered with a proper index.
- Bidder must submit soft copy (Searchable PDF) of all the documentary evidence along with the hard copy in Pen Drive. This pen drive must be placed in both Envelopes of Pre-Qualification and Technical Qualification. No sensitive information should be available in Pen Drive. Only Soft copy of the bid should be there in Pen Drive.

3.2 Bid Evaluation Process

3.2.1 Stage 1: Pre-Qualification Evaluation

i. Rajkot Municipal Corporation shall validate the - "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".
ii. RMC shall open the bid and check the bidder's eligibility as per the "Pre-Qualification Criteria". Each of the Pre-Qualification condition mentioned in above Section is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
iii. Technical and Financial bids for those bidders who don't pre-qualify will not be opened.

3.2.2 Stage 2: Technical Evaluation

i. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1 (One).
ii. RMC shall validate the documentary evidence for the criteria(s) set forth in Technical qualification criteria mentioned in Section 2.2 of this document.
iii. Bidder shall have to score **minimum 70 marks** to qualify for the commercial bid evaluation.
iv. Financial bid shall be opened for the technically qualified bidders only.

3.2.3 Stage 3: Financial Evaluation

i. All the technically qualified bidders will be notified to participate in Financial Bid opening process.

ii. The Financial bids for the technically qualified bidders shall be opened on the notified date and time. They will be reviewed to determine whether the financial bids are substantially responsive or not. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

iii. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.

iv. Bidder quoting the lowest commercial bid (L1) shall be declared as a winning bidder.

v. The winning bidder shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders have quoted the same commercial bid, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

3.3 Rights to Accept/Reject any or all Proposals

RMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for RMC's action.

3.4 Notifications of Award and Signing of Contract

i. Prior to the expiration of the period of proposal validity, the bidders will be notified in writing through email that its proposal has been accepted.
ii. RMC shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work Order.
iii. The notification of award (LOI/LOA/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with RMC, it will promptly notify each unsuccessful bidder and return their EMDs.
iv. At the time RMC notifies the successful Bidder that its bid has been accepted, RMC will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to RMC.

Note

i. Any conditional bid would be rejected.
ii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
    a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
    b. If there is a discrepancy between words and figures, the amount in words will prevail."
iii. If the Bidder does not accept the error correction, its Bid will be rejected and EMD may be forfeited.
iv. Bidder must attachvaliddocumentsinsupporttotheir Pre-Qualification and Financial, Technical capabilities / strength asmentionedabove.Withoutpropersupportingdocuments,theBidproposalsareliable toberejected.
v. The Manufacturer's Authorization Form (MAF) is required for any hardware or software component being supplied as part of this project.
vi. Kindly note that the executed / estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

4. Section IV – Scope of Work

Rajkot Municipal Corporation (RMC) is intending to onboard a vendor for supply, installation, commissioning, and Operation & Maintenance of Face Detection Attendance System for all the employees of RMC.

This is item rate tender; RMC will purchase devices as per requirements. The Validity of Prices will be for one year from the date of work order and bidder is bound to provide devices at same rate.

The Bidder is required to supply, install, commission, test, maintain and handoverFace Detector based time attendance system with 6 hours of battery back-up. Post the Go-live of the Face Detection Attendance System, the bidder is required to operate and maintain the solution for 3 years. Comprehensive AMC shall be in responsibility of the bidder.

The scope covers following

1. This project covers all municipal corporation offices, which includes zonal offices, city civic center, ward offices & other rmc offices etc.

2. Employees' registration and successful running of system will be responsibility of bidder.

3. Each installed device will be sole responsibility of bidder and the bidder should take insurance of all these devices at their own cost, which should include cover against theft, vandalism, natural calamities, act of god etc. Bidder should provide replacement of affected devices (through insurance) to RMC.

4. The bidder should deploy qualified resource(s) to support smooth functioning of Face Detection Attendance System during the course of operation and maintenance phase. Bidder should ensure adherence to the SLA by deputing requisite number of resource(s) for this project.

5. Updation of firmware should be provided by bidder during the tenure of the project (3 years post implementation time)

6. Employee registration should be carried out via a centralized software and also at the device level.

7. The solution should support Windows platform (Desktop& Server Edition) .

8. Database support for SQL Server 12 or higher.

9. Bidder must also provide a software application for the Face detection attendance system project.

10. Software should have facility for

    a. unlimited and one time license cost
    b. facility to integrate with third party payroll(COTS) solution / customized application of RMC
    c. Leave management facility

d. Holiday management facility
e. support for centralized database
f. data transfer to centralized server
g. monthly muster in report format and in XML/CSV format
h. Provision to keep attendance data (punch time) for all the registered employees for minimum 3 month in respective device's storage
i. Minimum hours for overstay / over time can be defined
j. Automatic posting of punches for overstay/personal work/on duty/ flexible lunch etc. (Provision of such functionality should be there however, it will be made functional only upon the requirement)
k. multi-company, department , category, designation
l. Absenteeism
m. Online reporting of attendance of employees from respective attendance device to the backend software of RMC
n. Master files
o. Missing punch
p. Leave with opening/closing balance, used leave
q. Department wise presence report
r. Report should be available in any combination of department/category/date/employee code wise with page break after main group e.g. department
s. Facility to hide some columns in report
t. Multi shift support and reporting

11. Support for MIS generation as per requirement of department during warranty period

12. Warranty covers each and every part supplied without any exception, including plastic parts.

13. If any part/parts are missed out in the bill of quantity, it will be responsibility of bidder to provide without additional cost.

14. Bidder must have certified resource for installation and support of the entire tender product.

15. Bidder should provide a hard bound (MS material, preferably) case along with the device.

16. Bidder shall have to carry out network and power cabling at all the face detector device installation location. Bidder shall be required to install these cables via casing capping / in concealed manner. Approximate cabling required at each location would be around 30 meters. Please note that bidder shall be paid on an actual basis for the mentioned cabling task.

17. Bidder should ensure that no data is transmitted to any location which is outside of India, further **bidder MUST submit an undertaking in this regard.**

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Rajkot Municipal Corporation

4.1 Technical Specifications

Sr. No.	Component	Specifications
1	Face Detector Attendance Machine	User Capacity : 5000 face or higher
		Verification Method : Facial and Finger Recognition
		Verification Speed <= 1 Second
		Storage capacity: Minimum 3 month of storage capacity
		32-bits high speed Embedded Processor or higher
		Sensor : Specialized Double Sensor
		Communication : TCP-IP, USB / 4G SIM (Device should have a capability to work on wireline traditional network and should also support cellular technology (Minimum 4G technology); If in case the device does not support the SIM module, bidder may propose a model with Wi-fi (USB dongle) functionality; however procurement of such USB dongle should be carried out by the bidder.
		Inbuilt Buffer Backup for 6 hours (Battery is also covered under warranty) Installation: Wall Mounting.
2	Dust Cover Specification (Including Fitting and Installation)	Material should of MS
3	Touch Screen	Should have capacitive touch screen
4	Camera	2 MP or higher
5	Network	1 * RJ 45 (10 / 100 MBPS or higher)
6	SIM Module	SIM slot for 4 G network should be available; if in case of unavailability, USB dongle should be provided for wireless connectivity
7	Time Synchronization	NTP synchronization should be supported
8	Central configuration	Any new FR registration should be completed from centralized software and necessary profile should be pushed to the device over a network
9	Face Anti spoofing	Should be available

Sr. No.	Component	Specifications
10	Temperature Range	0 °C to +55 °C
11	Screen Type	LCD or higher
12	Rating	IP65 or higher

4.2 Operation and Maintenance (O&M) phase

Bidder shall have to maintain the Face detector attendance system for 3 years from the date of Go live of the solution. Bidder shall have to provide 3 years of Comprehensive Annual Maintenance Contract (AMC) for all the face detectors to be deployed under this project. Following shall also constitute of SoW of the bidder during the O&M phase, which includes but not limited to:

- Bidder should ensure adherence to the Service Level Agreement (SLA) set forth in this RFP document (Kindly refer section 6 for the same)
- Bidder should provide at least one resource during the O&M phase of the project However, it shall be bidder's responsibility to deploy as many resources as required to meet the SLAs defined in the project. Bidder may factor such cost in their commercial bid.
- Bidder to carry out Preventive Maintenance (PM) of all the devices at least once in a month; necessary communication should be submitted as documentary evidence of the same.
- Bidder should carry out breakdown maintenance in the defined SLA.
- Bidder may be notified over SMS / Email / WhatsApp for the device going down for any reason, thereof.
- It shall be preliminary responsibility of the bidder to attend to the fault and if required bidder may have to coordinate with various department / agency to support timely restoration. Bidder should carry out such coordination with any third party agency of RMC / Rajkot Smart City Development Limited (RSCD) / Electricity Board / subsidiary of RMC

Dy Municipal Commissioner
Rajkot Municipal Corporation

5. Section V – Deliverables, Timelines & Payment Terms

6. Timelines and Payment Terms for implementation phase

Where,

D = Issuance of Work Order to the Bidder

Milestones	Milestones for the Implementation	Payment Schedule	Time Schedule	Deliverables
M1	Delivery of Material	30% of the Total implementation cost	D+ 1 Month	• Material Delivery Challans • Material Inspection Sign Off
M2	Installation & Commissioning of all the Face Detection Attendance Devices	50% of the Total implementation Cost	D+ 3 Months	• IT and Non-IT Infrastructure Installation Report • Completion of UAT and closure of observations report • Training Completion report • Application deployment and configuration report • Integration Testing Report • SOP
M3	Go live of the system - 1 Months after satisfactory running of system	20% of the Total implementation Cost	D + 4 months	• SLA Reports

Note:

Please note that the Go live shall be awarded to the Bidder only after one month of successful running of the system post completion of installation and commissioning of all the attendance devices.

6.2 Timelines and Payment Terms for Operation and Maintenance (O&M) phase

Bidder shall be paid on a quarterly basis for the operation and maintenance phase of the project. Bidder shall have to quote the rates for O&M phase in accordance with the effort estimation to meet the SLAs defined in the section 6 of this RFP.

6.3 Miscellaneous

a) Currency of payment

All payments shall be made in Indian rupees.

b) Mode of Billing and Payments

i. The Bidder shall submit the invoices in duplicate to the client on firms printed bill forms indicating the work done by the firm during the period for which payment is sought.

ii. If the progress is not satisfactory and according to the agreed work program/schedule the payment may be withheld until such times the Bidder rectifies the required shortfall.

iii. The Bidders shall thereupon promptly make any necessary corrections, and upon completion of such correction, the foregoing process shall be repeated.

c) All payments under this contract shall be made to the accounts of the Bidders with the Bidders Banker.

d) Suspension of payments

RMC may at any time during the term of the Contract, issue a written notice of suspension and suspend all payments to the qualified Bidder under the Contract, if the qualified Bidder fails to perform any of his obligations under this Contract. The RMC shall, prior to the suspension of the payments, request the qualified Bidder to remedy such failure within a period of 10 days from the date of' issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Bidder does not rectify the failure within the specified time prescribed, the RMC shall have the right to terminate the Contract.

7. Section VI – Service Level Agreement

8. Service Level Agreement & Penalty

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the successful bidder to End Customer - RMC for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.

- The bidder needs to maintain a reliable database to monitor the project progress and their performance against the SLAs.
- Bidder needs to report the compliance / non-compliance to SLAs on weekly and monthly basis.
- Penalties shall be levied only for the reasons attributable to the implementing agency. Any risks / issues foreseen by the implementing agency should be brought to the notice of RMC immediately. If no such issues / risks are highlighted by the implementing agency, then it is expected that no delays will be there in the implementation schedule

The application and hardware infrastructure is expected to be in running condition on 365 days (24*7). If there is a system or software breakdown, all breakdown calls are to be resolved within specified time from the time of complaint made to bidder team. The resolution time is defined based on the criticality of the issue. It would be the responsibility of the successful bidder to log issues / breakdowns related to all application, IT equipment supplied & network connections as part of this project.

Definitions:
Please find the definition for the Service Level Agreement (SLA) for this project.

Sr. No.	SLA Terms	Description
1	Uptime	'Uptime' refers to network backbone availability across various segments of Citywide area network i.e. between City locations and and Data center "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time (in minutes) in the month multiplied by 100.
2	Planned Network Outage	'Planned Network Outage' refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned stakeholder in advance (at least seven working days). It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.
3	Unplanned Network Outage	'Unplanned Network Outage' refers to an instance in which no traffic can pass in or out through which users are connects to the network Backbone

Sr. No.	SLA Terms	Description
	Accuracy of Face Detection System	RMC or its nominated agency shall once in a month to check the accuracy of the said systems on random basis and mark out the difference if found lower than the accuracy level as per the SoW. Each such instance of accuracy lowers than the defined limit shall be counted as an "instance" for penalty calculation
5	Incidence Resolution	• Priority Level 1 Incident - Within 1 hr • Priority Level 2 Incident - Within 4hr • Priority Level 3 Incident - Within 6hr **Note:** Incidents will be logged in the Helpdesk and the successful bidder will have to resolve the incident and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders. Root Cause should be identified for all incidents; if root cause is not identified then additional penalties will be levied.

SLA:

- QP – Quarterly Payment

Sr. No.	SLA	Target	Penalties
1	Delay in Delivery of Hardware	As per Implementation Timelines	• 1% of Total implementation cost per week for delay in delivery
2	Delay in Implementation: Installation and Commissioning of hardware/software	As per Implementation Timelines	• 1% of Total implementation cost per week for delay in implementation. • Once the maximum penalty is reached, RMC may terminate the contract and Forfeit the PBG.
3	Availability/Uptime of Face Detection Devices	99.00%	• 99.00% or Better= NIL • 98.50% to 98.99%=1% of Quarterly Payment • 98.00 to 98.49% = 2.00% of Quarterly Payment • 95.00 to 98% = 3% of Quarterly Payment • Less than 95% = 5% of Quarterly Payment
4	Accuracy of Face Detection System	As per SLA	Rs. 1000/- per instance (Instance for penalty purpose shall be considered as each event where system has even wrong output. Penalty shall be applicable on any such instances beyond allowable range.)

Sr. No.	SLA	Target	Penalties
5	Delay in resolution of support/incidents for the devices installed by the bidder	As per SLA	• Priority Level 1: 0.50% of QP for every 2 Hours Delay in resolution. • Priority Level 2: 0.40% of QP for every 3 Hours delay in resolution • Priority Level 3: 0.25% of QP for every 6 Hours delay in resolution
6	Timeline for Retrieval from the Storage	Maximum 1 Hours for per request is allowed	• 0.50 % of the QP for every instance of delay beyond 1-hours • Note: Data Retrieval Request Through a Request Log Mechanism

Note:

1. **Maximum penalty that may be levied during the implementation phase is capped at 10% of the overall CAPEX cost of the project (Implementation cost)**

SLA for Technical Manpower

Bidder is required to provide required manpowerduring both implementation and operation and maintenance phase of the project.

Bidder MUST submit CV of proposed resource for both the phase(s) of the project.

Bidder should ensure requisite manpower availability during the entire tenure of the project. Bidder should make an estimation on the resource requirement and should maintain SLAs defined in this RFP document for both the implementation and Operation and Maintenance (O&M) phase of the project.

Partial/Full damage to hardware

a. Hardware installed through this Project would become an important public asset. During the contract period of the Project the bidder shall be required to repair / replace any equipment if stolen / damaged/faulty. Appropriate insurance cover must be provided to all the equipment supplied under this project
b. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control like Theft, intentional damage by mishandling, Fire etc., the Bidder should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
c. In such a case the Bidder will have to make provision for the supply of the new hardware against the lost/ damaged equipment/ component.
d. Service Engineers/ Representatives of Bidder shall invariably carry their identity cards with them, without which they will not be allowed to access department Systems. Service Engineers of the Bidder shall have access to the Computer Systems/ Backup Solution only after obtaining clearance from department authorized officials. No component of the System/ data/ log information will be taken out of department premises without clearance from authorized Officials of the department.

9. Section VII – Instructions to Bidder

9.1 Instructions to the bidder

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- Every page of the proposal should necessarily be numbered and signed with seal.
- The bidder should not tamper the templates, and file types. If any additional information should be provided in a separate sheet where required.
- Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
- The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by RMC.
- Any past projects where the bidder executed other works in addition to what is asked in Pre-Qualification Criteria in a single order, the bidder should consider only the value of asked project part and highlight only those components.
- RMC may request bidder(s) to submit their justification / additional documentary evidence during the evaluation of the bid to ascertain their qualification. However, RMC may not ask for any justification during the bid evaluation phase at its own discretion.

9.2 Purpose of Bid Document

The purpose of this tender is to select bidder to supply, install, commission Face Detection Attendance System and Operate and Maintain (O&M) the same for 3 years from the date of issuance of Go-live.

In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process individually (the "Sole Firm") in response to this invitation. The term "Bidder" means the bidding entity for this project. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

9.3 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RMC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The

department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This Bid Document does not commit the RMC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of RMC and may be returned at its sole discretion.

9.4 Queries (Online)

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, till 6 PM of pre bid meeting date.

The queries should necessarily be submitted in the following format:

Bidders Request for Clarification			
Name and Address of the Organization submitting request		**Name and Position of Person submitting request**	**Contact Details of the Organization / Authorized Representative**
			Tel: Mobile: Email:
Sr. No.	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			

Queries submitted post the above-mentioned deadline or which do not adhere to the above mentioned format may not be considered.

Bidders are requested to send their list of queries through an email communication on rmcpancity@gmail.com

9.5 Amendment of RFP Document

At any time before the deadline for submission of bids, the RMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

The bidders are advised to visit the, https://rmc.nprocure.com, on regular basis for checking necessary updates. RMC also reserves the rights to amend the dates mentioned in this RFP for bid process.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the RMC may, at its discretion, extend the last date for the receipt of Bids.

9.6 RMC's rights to terminate the selection process

RMC may terminate the RFP process at any time and without assigning any reason thereof. RMC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by RMC.

The bidder's participation in this process may result in RMC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the RMC to execute a contract or to continue negotiations. RMC may terminate negotiations at any time without assigning any reason.

9.7 Right to reject any proposal

Notwithstanding anything contained in this RFP, RMC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General Rejection criteria:

i. Conditional Bids - If the information provided by the Bidder is found to be partial/ incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
ii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
iii. Bids received after the prescribed time & date for receipt of bids;
iv. Bids without signature of person (s) duly authorized on required pages of the bid;
v. Bids without power of attorney/ board resolution or its certified true copy.
vi. Technical Rejection criteria
vii. Bid not sealed and packaged in envelope as asked in RFP;
viii. Bidders not complying with the Eligibility Criteria given in this Tender
ix. Technical Bid containing commercial details;
x. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
xi. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
xii. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given

to the Bidder;

xiii. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;

xiv. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

Commercial Rejection Criteria

i. Incomplete price Bid;
ii. Price Bids that do not conform to the Tender's price bid format;
iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
v. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then RMC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of RMC, including annulment of the Selection Process.

9.8 Bid Fee and Earnest Money Deposit (EMD) and amount

- The bidder should pay non-refundable Bid Fee of Rs. 3,000 /- (Three Thousand Rupees only) in favor of "Rajkot Municipal Corporation" payable at Rajkot, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- The bidder should also pay bid security Earnest Money Deposit (EMD) of Rs. 1,80,000/- (One Lac Eighty Thousand Rupees only) in favor of Rajkot Municipal Corporation from Nationalized or Scheduled Banks except Co-operative Banks, payable at Rajkot. The EMD shall be in the form of DD or BG with validity of 120 days beyond the original validity period for the bid.
- No interest will be payable by the RMC on the Earnest Money Deposit (EMD).
- In case bid is submitted without EMD or Bid fees as mentioned above then RMC reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
- The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
- The decision of RMC regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

- The EMD may be forfeited:
    - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
    - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
    - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
    - During the bid process, if any information found wrong / manipulated / hidden in the bid.

9.9 Security Deposit

The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Security deposit in the form of a Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks except Co-operative Banks in favor of "Director IT, Rajkot Municipal Corporation" for the due performance and fulfilment of the contract by the bidder.

The SI shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 10% of the Project Value which is unconditional & irrevocable bank guarantee.

All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period ("Validity Period") i.e. 3 years and 7 months.

The Performance Bank Guarantee letter format can be found in the Annexure- III of this document.
The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof

In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, Rajkot Municipal Corporation would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Rajkot Smart City Development Limited under the Contract in the matter, the proceeds of the PBG shall be payable to Rajkot Smart City Development Limited as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Rajkot Municipal Corporation shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

Rajkot Municipal Corporation (RMC) shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9.10 Sealing, Marking and Submission of Technical Bid

The price bid must be submitted online on https://rmc.nprocure.com. It should not be sent physically, if submitted physically the bid shall be rejected.

Bidders are required to submit their technical bid in both soft and hard copy. Bidders are requested to upload a searchable soft copy on https://rmc.nprocure.com and physical copy (Along with one additional searchable soft copy (in pen drive / HDD) in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification documents, Bid Fees and EMD with complete details as mentioned in RFP.
Part 2: Technical Qualification Documents. The proposal shall also consist of all supporting documents.

Each Bidder shall submit only one proposal containing documents as below.

i. Original DD/BG of the Bid fee & EMD
ii. Pre-qualification criteria related documents
iii. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
iv. Details of EMD & Tender fee shall be submitted in electronic format (by scanning) while uploading the bid. This submission shall mean that EMD & tender fees are received for purpose of opening the bid. Accordingly, offer/ tenders of those bidders whose EMD & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/ Speed Post/in person so as to reach to registered office of RMC. Punitive action shall be initiated for non-submission of EMD & Tender fees in original to registered office by bidder including abeyance of registration and cancellation of E-tendering code for one year.
v. Proposal should be signed by an authorized person of the bidder. It should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this proposal.
vi. Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorized to bind the Corporation/ Company in the matter
vii. Proposals must be direct, concise, and complete. RMC will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. RMC reserves the right to accept or reject any or all the proposals without assigning any reason.
viii. Following documents shall only be submitted in HARD COPY to RMC, Rajkot by all bidders.
    a. Earnest Money Deposit as mentioned in the tender

b. Tender Fees as mentioned in the tender
c. Affidavit on Non-Judicial Stamp Paper of Rs. 100/-

Note: The EMD and the tender fee details should match the Details of the Original EMD and the Tender Fee DD/BG, Failing which the bid shall be out rightly rejected

The large envelope must be sealed and super scribed containing above documents and shall be sent as under:

Details to be mentioned exactly on sealed envelop	
Tender Details **Notice No.:** **Tender Name** **Last date of Submission:**	To, The Director-IT, RMC, Rajkot Municipal Corporation Central Zone, 2nd floor, EDP Department, Dhebar Road, Rajkot – 360001

The Bid must be sent strictly by Postal Speed Post or Registered Post AD or in person by the representative of the bidder to RMC. Documents received in any other manner or mode (like courier, email etc.) will not be considered. RMC won't be responsible for any postal delays.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office: -

(n) Code solutions – A division GNFC Ltd.
403, GNFC Infotower, Bodakdev, Ahmedabad – 380 054, Gujarat (India)
Tel: +91 26857316/17/18 Fax: + 91 79 26857321
E-mail: nprocure@gnvfc.net Web-site: www.nprocure.com
Toll Free: 1800-233-1010 (Ext. 501 & 512)
For further particulars contact above office/ or visit on following websites:
www.nprocure.com ,

9.11 Late Bids

The Bids received after the due date and the specified time (including the extended period if any) shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. PURCHASER shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. PURCHASER reserves the right to modify and amend any of the above-stipulated condition/Criteria depending upon project priorities vis-à-vis urgent commitments.

For the online bid submission, it is advised that the SI takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles, ensuring that the names/ formats of the files to be uploaded are as per the e-tendering portal requirements, using the prescribed browser for upload etc. PURCHASER shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

9.12 General Instructions

a) Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, Notarized copy of the translation of the same in English language shall be submitted by the bidder.

b) Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to RMC, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. RMC will not take responsibility towards this. However, RMC may provide necessary assistance, wherever possible, in this regard.

c) Bid Validity

The proposal should be valid for acceptance for a minimum period of 120 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 4.7 in all respects.

d) Taxes

The Prices mentioned in the Price Bid should **excluding applicable taxes**.

GST
GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by RMC, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/Successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/contractor, failing which, RMC may recover the amount due, from any other payable dues with RMC and decision of RMC shall be final and binding on the Contractor/Successful Bidder in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/Successful Bidder Only, in no case RMC shall be liable for the same.

e) Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

f) Right to vary the scope of the work at the time of award

RMC reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the SI for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the RMC changed order.

g) Modification or Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify RMC by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.

The notice of withdrawal shall be addressed to RMC at the address named in the bid Data Sheet, bear the Contract name, the <Title> and < bid No.>, and the words "bid Withdrawal Notice."
Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

h) Performance Bank Guarantee

The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks except Co-operative Banks in favor of "The Administrative Officer, RMC" for the due performance and fulfilment of the contract by the bidder.

The bidder shall submit performance guarantee for the entire contractual agreement duration for the amount equivalent to 10% of the Project Cost which is unconditional & irrevocable bank guarantee.

All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period ("Validity Period") i.e. 3 years and 2 months.

The Performance Bank Guarantee letter format can be found in this document.
The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof

In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens, RMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RMC under the Contract in the matter, the proceeds of the PBG shall be payable to RMC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

RMC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

i) Work Order/ Purchase Order

For all installations to be carried out in the RMC under this contract, the contract will be signed with RMC and the work order will be issued by the RMC.

j) Validity Period of the Contract

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 3 Years after go-live, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of RMC, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by RMC on its merit.

k) Quantity variation

The quantity mentioned in the Commercial Bid format (Section 8) is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the bidder and after same is approved by RMC for installations at various locations. RMC reserves the right to vary quantity at the time of award of the contract or after the contract is awarded. Such variation on either side shall be capped at 30% of the BoQ quantity / of the total project cost.

l) Price Variation

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with immediate effect.

m) Governing Law

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajkot shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

n) Restriction on Transfer of Agreement

The Bidder shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter to the agreement to any third party or any sister-concerned firm within a group either in whole or in any part i.e., partnership/third party interest shall be created.

Failure to agree with the Terms & Conditions of the Bid Document/ Contract
Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

Terms and Conditions of the Tender

Bidder is required to refer to the draft Contract Agreement, attached as Annexure 7.4 in this Bid Document, for all the terms and conditions to be adhered by the successful bidder during Project Implementation and Post implementation period.

Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

o) Liability

Except as provided in this Agreement, hereinabove, neither party shall be liable to other party or any other party by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

p) Force Majeure

In the event that any damages to items due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during Warranty Period and Maintenance Period shall be the liability of RMC. In such case, RMC shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by RMC to the successful Bidder on mutual understanding.

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, RMC and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the RMC shall be final and binding on the SI.

q) Conflict of Interest

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether Bidder actions are influenced by considerations of your firm's interest at the cost of Government. The Bidder agrees that it shall hold the RMC's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the Bidder foresees a Conflict of Interest, the Bidder shall notify RMC forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.

Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.

RMC requires that the Bidder provides professional, objective, and impartial advice and at all times hold the RMC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

The Bidder shall disclose to RMC in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the Bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

r) Resolution of Dispute

The RMC and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the RMC/RMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the RMC and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not

agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Rajkot. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

s) Discount

The SIs are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be considered for evaluation purpose. However, in the event of such an offer is found to be the lowest without considering the discount, the Purchaser shall avail such discount at the time of award of contract.

t) Site visit and verification of information

SIs are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the SI has made a complete and careful examination of the Bidding Documents;

- Received all relevant information requested from the Authority
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- Satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- Acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

u) Safety Regulation, Accident and Damage

TheSI shall be responsible at his own cost in and relative to performance of the work and SI to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works,

materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other SIs, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the SI shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the SI of his obligation aforesaid or upon any operation, act or omission of the SI his Sub-selected vendor(s) or agent(s) or servant(s).

The SI's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the SI is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the SI has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the SI shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the SI or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of SSCDL. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the SI. The SI shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to SSCDL.

v) Ownership and Licenses

The ownership of all hardware/software developed/customized/ configured/ procured as part of the project and related documentation for the project would always lie with the RMC. All licenses for software procured related to project have to be in the name of Rajkot Municipal Corporation. The SI will be required to produce the Licenses/ATS/Warranty and other documents from the respective OEMs clearly mentioning the product name, quantity, duration, type of support, etc. The payment for the respective item will be subject to submission of the aforesaid documents to RMC.

w) General Clause related to Any SIs/Sub-Selected vendor from a Country which shares a Land Border with India

I. Any SI from a country which shares a land border with India will be eligible to bid in this tender only if the SI is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

II. "SI" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of SIs stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "SI from a country which shares a land border with India" means:

   a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
   a. Explanation—
   b. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
   c. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under i or ii or iii above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful SI shall not be allowed to sub-contract works to any selected vendor from a country which shares a land border with India unless such selected vendor is registered with the Competent Authority (Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).

x) Resolution of Dispute

The RMC and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the RMC/RMC and the SI have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the RMC and the other to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the

matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Rajkot. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

y) Consortium/Joint Venture
Consortium is not allowed for this bid.

9.13 Sub-contracting

The bidder would not be allowed to sub-contract work, except for the following:

- Cabling and fixtures work, and all civil work, Electrical work etc. during project tenure

Sub-contracting of the above or any other aspect of the scope of work by the bidder shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

9.14 Additional Quantity/Change Request

a. RMC reserves its right to award additional quantity of work order up to 30% of the original quantity (as per state and central govt. guideline) at the same price and terms and conditions quoted in original contract.
b. RMC also reserves right to award change request work order up to 30% of the original project cost for the work needed to execute the work defined in scope of work defined in original contract
c. Payment for additional items
– Based on the final project plan or during the project duration if there is need for additional items and Based on the final project plan or during the project duration if there is need for additional items and there is variation in the quantities as defined in the financial bid, implementation SI will be required to arrange additional items. Payment for such additional items will be done separately by RMC.
d. In such case of any additional requirement, payment will be done based on the rate provided in the financial bid of the Implementation SI. Payment shall be made on a pro rata basis for the remaining days of the quarter and from the forthcoming quarter, it shall be made as per the commercial bid submitted by the bidder.

9.15 Policy for procurement

- With reference to make in India, following policies will be applicable:
  I. Policy released by Ministry of Electronics and Information Technology (MeitY), Government of India dated 14th September 2017 having no. F.No.33(1)/2017-IPHW and any further amendments.
  II. Policy released by Ministry of Communications, Department of Telecommunications (DoT), Government of India dated 29th August 2018 having no. 18-10/2017-IP and any further amendments.
  III. Policy released by Department of Promotion of Industry and Internal Trade, Ministry of commerce and industry, Government of India dated 4th June 2020 having no. P-45021/2/2017-PP (BE-II) and any further amendments.
  IV. Policy released by Department of Promotion of Industry and Internal Trade, Ministry of commerce and industry, Government of India dated 20th June 2019 having no. P-45021/121/2018- (BE-II) and any further amendments
- For deciding L1 local supplier under make in India policy, the policy mentioned in sr. no. III will be applicable. For considering the products under make in India, the policy mentioned in sr.no. I and II will be applicable.
- For the products proposed under make in India, the bidder/s shall be required to verify, do due diligence and submit all justifications / documents/ information along with the compliance of the products to meet the technical specifications, functional specifications, envisaged outcomes and SLA requirements specified in the RFP. After conforming the above, the bidders and the OEMs shall have to provide an undertaking on INR 300 rupees non-judicial stamp paper confirming the compliance of the technical specifications, functional specifications, envisaged outcomes, local content in terms of composition of the products and SLA requirements specified in the RFP.
- The bidder/s is also required to submit OEM's statutory auditor certificate certifying percentage of local content in terms of composition of the products confirming the compliance of the technical specifications, functional specifications, envisaged outcomes and SLA requirements specified in the RFP.
  Incase of procurement for a value in excess of Rs. 10 crores, the 'Class1local supplier'/'Class-II local supplier' shall be required to provide acertificate from the statutory auditor or Cost auditor of the company (inthe case of companies) or from a practicing cost accountant or practicingchartered accountant (in respect of suppliers other than companies)giving the percentage of local content" as per the policy no. P45021/2/2017-PP (BE-II) clause 9b.

  Bidders and OEM's have to provide the compliance in accordance on theabove.

- In case at any point of time, the details provided is found to misrepresent any facts or documents or any piece of information provided, then OEM/s shall be disqualified and blacklisted. The bidder/s have to provide the new solution as per the requirement of the RFP at no extra price within one month.
- With regards to above table, OEMs will certify the installation base and the project experience. This certificate shall be issued through the global Headquarters and

attested by the Indian office. in case of any doubt, Tendering authority shall verify the claim of OEMs. Decision of RMC shall be final and binding upon the Bidder and OEM.

9.16 Extension of the Contractual duration

- Contractual duration for this engagement is 3 years from the date of issuance of the work order – I. For the Phase I of the project, tenure for the operation and maintenance shall be of 3 years. However, balance quantities shall be served through Phase II work order and same shall have to be served till the end of 3 years from the issuance of Phase I order. This operation and maintenance work may be extended further for another 3 years or as per the mutual agreement basis the satisfactory performance of the bidder. The commercials shall be finalized at the mutual agreed terms for this extension. However, please note that this extension shall be granted at sole discretion of RMC.

9.17 Termination of Contract

Termination of Contract RMC may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: RMC by written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for RMC's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- Termination for Non-Performance: If the SI fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or

If the SI fails to perform any other obligation(s) under the contract.

- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the SI(s), if the SI(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SI(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. SI agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the RMC identified team in this case.

Prior to providing a notice of termination to the SI, RMC shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if RMC is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, RMC may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RMC. In such event the SI shall be liable for penalty/liquidated damages imposed by the RMC. The performance Guarantee shall be forfeited by the RMC.

Consequences of Termination

- In the event of termination of this contract, RMC is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to RMC and/ or succeeding vendor, as may be required, to take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.
- In the event of termination of this contract, RMC shall have ownership over entire volume of delivered & installed software and hardware irrespective payment made to successful SI.
- In the event of the SI being unable to service the contract for whatever reason, RMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract. Department shall notify the SI in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the SI is in default.
- RMC shall also be entitled to make recoveries from the SI's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement

- All plans, drawings, specifications, designs, reports, other documents prepared by the Vendor and materials for which part delivery payment is made in the execution of the contract shall become and remain the property of RMC/ RMC and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to RMC/ RMC.

Dy. Municipal Commissioner
Rajkot Municipal Corporation

GENERAL TERMS & CONDITIONS

1.0 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servants or of agent or principal between the client and the Bidders. The Bidders, subject to this agreement, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them on their behalf hereunder.

2.0Interpretations

1. The headings shall not limit, alter or affect the meaning of the agreement.
2. The singular includes the plural, the masculine includes the feminine, and vice-versa, where the context so requires.
3. If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail.

3.0 Bidder's Personnel

3.1 General: The Bidders shall employ and provide qualified and experienced personnel as are required to carry out the Services.

3.1.1 Commencement, completion, alteration and termination of the agreement.

- **Agreement Effective:** The Agreement is effective from the date of receipt by the Bidder of the Client's Letter of Acceptance of the Bidder's offer.
- **Commencement and Completion:** The services shall be commenced and completed at the times or as per the direction of the EDP Manager stated in Terms of Reference in accordance with the Agreement.
- **Modification to Agreement:** Should circumstances arise which call for modification of the Agreement, these may be made by mutual consent given in writing. Offer in this respect from one party shall be given due consideration by the other party.

- **Delays:** If the services are impeded or delayed by the client or his agents so as to increase the quantum or duration of the services;

  i) The Bidder shall inform the Client of the circumstances and probable effects including increase in his fees;

  ii) The increase shall be regarded as Additional Services and the fee will be enhanced at the rate of a maximum of 10%;

  iii) The time for completion of the services shall be increased accordingly.

- **Changed Circumstances**

  (i) If circumstances arise for which the Bidder is not responsible and which make it impossible for him to perform in whole or in part the services in accordance with the Agreement he shall promptly notify the Client in writing.

  (ii) In these circumstances, if certain services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 30 days for resumption of these services.

  (iii) If the speed of performing certain services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

- **Abandonment, Suspension or Termination**

  a) Failure to become effective: If this agreement has not become effective within such time period after the date of the contract signed by the parties, either party, may by not less than four (4) weeks notice to the other party, declare this agreement to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect hereto;

  b) By notice of the Client: The Client may suspend all or part of the services or terminate the agreement by giving notice, in writing of at least 60 days to

the Bidder who shall immediately make arrangements to stop the services and minimize expenditure.

c) If the Client considers that the Bidder is without good reason not discharging his obligations under this agreement, the Client shall give a notice stating the grounds for the notice. If a satisfactory reply is not received within 30 days the Client can by a further notice, in writing, terminate the Agreement provided that such further notice is given within 45 days of the Client's earlier notice.

Extension Period of Validity: In exceptional circumstances, RMC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

A Bidder granting the request will not be permitted to modify his bid.

Format and Signing Of Bid : Authentication of Bid: The original and all copies of the Bid Document shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

Validation of interlineations in Bid: Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

e) FORCE MAJEURE

1. Force Majeure:

1.1 Force Majeure Event: A Force Majeure Event shall mean occurrence of any of the events like acts of God, exceptionally adverse weather conditions, earthquake, cyclone, flood, volcanic eruption or fire or landslide, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, an act of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, which prevent the Parties from performing its obligations under this Agreement.

1.2 Effect of Force Majeure Event: Upon the Occurrence of a Force Majeure Event there shall be no Termination. There shall be no Termination payment to be made by either party.

1.3 If the Bidder is rendered wholly or partially unable to perform its obligations because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event only and not due to other reasons whatsoever.

1.4 The Bidder affected by a Force Majeure Event shall notify RMC in writing of the occurrence of the Force Majeure Event as Soon as reasonably practicable of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

2. Dispute Resolution :

Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner. If the said dispute is not solved, the same shall be referred to the Court subject to Rajkot Jurisdiction only.

3. Suspension and termination:

3.1 If the Bidder shall be in Breach of any of the tender conditions, RMC., shall be entitled in its sole discretion and without prejudice to its other rights and remedies including its right of Termination hereunder, to suspend all or any of the rights of the Bidder including the Bidder's right. Such suspension by RMC

shall be by a communication in writing to the Bidder and shall be effective forthwith upon the issue thereof to the Bidder.

3.2 If the Bidder makes remedy and rectify such cause, diligent then RMC efforts to shall allow the Bidder reasonable time and opportunity for such remedy or rectification.

3.3 The suspension of the rights of the Bidder by RMC pursuant to Clause 3.1 above shall be revoked by RMC forthwith upon the Bidder having remedied the Breach during such suspension period to the satisfaction of RMC unless in the meantime, the Bidder has been Terminated by RMC.

4. Damages for Breach of Agreement :

4.1 In the event of Bidder being in material default and such default is cured before Termination, the Bidder shall pay to RMC as Damages, an amount of Rs.5,000/- (Five thousand only) per week or for part thereof, till such default is cured, in one instance within 30 (thirty) days of receiving the demand.

4.2 In the event of the Bidder being in default in the due and faithful performance of its obligations and failing to remedy such default within the specified period, RMC shall be entitled to forfeit the performance security and appropriate the same as damages for such default. Upon such encashment and appropriation of the performance security, RMC shall grant a period of 15 (fifteen) days to the Bidder to provide fresh Performance Security and the Bidder shall within the time so granted furnish to RMC such Performance Security failing which RMC shall be entitled to Terminate this Agreement.

5. Termination :

5.1 Bidder Event of Default the following events shall constitute an event of default by the Bidder (a "Bidder Event of Default") unless such Bidder Event of Default has occurred as a result of RMC Event of Default or a Force Majeure Event.

5.2 Either party may terminate the Agreement by giving one-month notice to the other Party.

5.3 In case the Bidder terminates the Agreement, it shall pay all the dues, if any, outstanding as at the end of the termination and facility will revert to RMC and RMC shall not be liable for payment of any compensation or damages of whatever nature and at the discretion RMC and on such terms and conditions, may continue till its validity. In such case, the Bidder will also require to

provide all passwords, hard wares, software details and their manual to the RMC.

5.4 In case the RMC terminates the Agreement for whatever reason other than the default of the Bidder, the facility reverts to the RMC and it shall have no liability for payment of any compensation.

Dy. Municipal Commissioner
Rajkot Municipal Corporation

Commercial Bid:

Sr. No.	Item	UOM	Qty (A)	Total Amount (Without Tax)
1	Face detection Attendance System (with 1 Year Maintenance)	Nos.	170	**To be filled online only.**
2	2nd Year Maintenance Cost	Nos.	170	
3	3rd Year Maintenance Cost	Nos.	170	
4	Power cable (1 Sq mm)	Meter	1000	
5	LAN Cable (4 pair CAT-6)	Meter	1000	

ANNEXURES

Annexure:1 Details of Bids to be submitted

Format of Technical Offer

The Bidder shall not disclose/quote the rates of the items in the Technical Envelope or gives any such indication of disclosure of rates. In the event of such disclosure whether made intentionally or otherwise shall result in the immediate rejection of the Bid Document. The Technical Offer must be made in an indexed, organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. The list of documents to be submitted as a part of the Technical Offer is as follows:

1. Covering Letter
2. Tender fee and Earnest Money Deposit (both separate DD) in the form of DD in favour of Rajkot Municipal Corporation. On the backside of DD write bidder name, tender name and contact no.
3. Tender form duly filled along with signature and company seal on all the pages
4. Power of Attorney
5. Bidder's past Experience proof/supporting documents (notarized)
6. Eligibility Criteria proof/supporting documents (notarized)
7. Self Certified copies of valid PAN documents
8. Latest Partnership deed in case of Partnership Firm (notarized)
9. All annexure.
10. Document should be properly binded, preferably spiral binding with page no on each page with ink or printed
11. Party should attach all supporting documents (notarized).
12. Attach product brochure and data sheet for all quoted items along with Manufacturer Authorization Certificate

ANNEXURE-2
Anti-Collusion Certificate

We certify that, this bid is made in good faith and that we have no fixed or adjusted the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for work,

(i)

(a) Communicate to any person (outside this consortium, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than the RMC any commercial information.

(b) Enter into any agreement or arrangement with any person (outside this consortium) that they shall refrain from Bidding, that they shall withdraw and Bid once offered or vary the amount of any bid to be submitted.

(ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this consortium) for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid or the work, any act or thing of the sort described at (i) (a) or (b) above.

Dated _____ day of _____2023.

Name of the Prospective Bidder	Signature of the Designated Person

ANNEXURE-3

FORMAT FOR LETTER OF AUTHORISATION

To,
The Municipal Commissioner,
Rajkot Municipal Corporation,
Dhebarbhai Road, Rajkot-360 001

Shri _____ domiciled at _____ (Address), acting as_____ (Designation and name of the firm), and whose signature is attested below, is hereby authorised on behalf of to negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings etc. as may be required by RMC for the work of "Supply, Installation and Maintenance of Face Detector for RMC offices" and is hereby further authorised to sign and file relevant documents in respect of the above.

(Attested Signature of Shri _____)

_____
Name of the Designated Person

_____
Signature of the authorised Person

_____
Name of the Prospective Bidder/Leader

ANNEXURE-4

Proposed Resource for Project

10. Name of Employee and proposed role for project	Phd	Post Graduate	Graduate	Under Graduate	Remarks
	10 Years	8-10 Years	5-8 Years	1-5 Years	0-1 Years

ANNEXURE-6
Bidder Details:

Sr. No.	Particulars	Details	Proof Document Enclosed? [Y/N]	Page No. of Proof Document
1	Year of commencement of Business			
2	GST Number			
3	PAN Document Number			

ANNEXURE-7
Information about the Bidder

To,
The Municipal Commissioner
Rajkot Municipal Corporation
Dr. Ambedkar Bhawan, Dhebarbhai Road,
Rajkot 360001

1. Name of Firm/Individual:
(In case of consortium, Name of Lead Firm)
2. Name of Consortium Members (including lead firm)

No.	Member's Name	Main Line of Business	Role Proposed for this project

3. List of Consortium Members, if applicable, contributing equity stake

Sr. No.	Name of the Consortium Member(s)	Equity Commitment
1.	**NA**	
2.	**NA**	
3.	**NA**	

Note:
1. In case of a Consortium, copy of Consortium agreement/MoU/MOA should be attached.

1	2	3

Signature (authorized Signatory of Lead Firm)

Name
Designation
Address:

ANNEXURE-9

Anti-Blacklisting Certificate

(On a Stamp Paper of relevant value)

I M/s._____ (Bidder), _____(the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date). rejection in case any material misrepresentation is made or discovered with regard to the requirements.

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____Day of _____ 2023.

Name of the Bidder
Signature of the Authorized person
Name of the Authorized Person